

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

MUTIPLE PARTIAL TRANSFERS OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

GOLDMAN, SACHS & CO.

Name of Transferee

PALOMINO FUND LIMITED

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Tel. No.: 212-934-3921
Fax. No.: 646-769-7700
Email: gsd.link@gs.com
Attention: Michelle Latzoni

Court Claim # (if known): multiple—please see attached Agreement and Evidence of Transfer

Amount of Claim Transferred: for each Claim #, please see attached Agreement and Evidence of Transfer

Date Claim Filed: multiple

Debtor: Lehman Brothers Holdings, Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

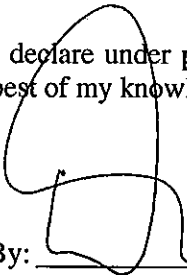
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.


By: _____
Transferee/Transferee's Agent

Dennis Lafferty
Managing Director

Date: 12/20/13

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Palomino Fund Limited** (“Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to **Goldman, Sachs & Co.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (each, a “Purchased Claim” and collectively, the “Purchased Claims”), in Seller’s right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller’s predecessor in interest (each, a “Proof of Claim”) against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (JMP) (the “Debtor”), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to any Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way any Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with any Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to any Purchased Claim, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of any Purchased Claim, but only to the extent related to such Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “Transferred Claims”), and (d) the security or securities (any such security, a “Purchased Security”) relating to each Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Buyer a true and correct copy of the latest Notice of Proposed Allowed Claim Amount for each Proof of Claim (each, a “Notice”) and Seller has not taken any action with respect to any Notice, except to request revised Notices for Proofs of Claim 58893 and 58895; (h) on April 17, 2012, Seller or its predecessor in interest received the first distribution from the Debtor relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the “First Distribution”); (i) on October 1, 2012, Seller received the second distribution from the Debtor relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the “Second Distribution”); (j) on April 4, 2013, Seller received the third distribution from the Debtor relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the “Third Distribution”); (k) on October 3, 2013, Seller received the fourth distribution from the Debtor relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the “Fourth Distribution,” and together with the First Distribution, the Second Distribution, and the Third Distribution, the “LBHI Distributions”); (l) on May 8, 2013, Seller received the first distribution from Lehman Brothers Treasury Co. B.V. relating to the Purchased Securities in the amounts indicated on Schedule 1

attached hereto (the “LBT Distribution,” and collectively with the LBHI Distributions, the “Distributions”); and (m) other than the Distributions, neither Seller nor its predecessors in interest have received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys’ fees and expenses, which result from Seller’s breach of its representations and warranties made herein.

5. Seller shall accept and hold any payments, distributions or proceeds received by Seller in respect of the Transferred Claims and the Purchased Securities on or after the trade date of July 30, 2013 (including in connection with any interim distribution or otherwise) for the account and sole benefit of Purchaser and promptly (but in any event no later than three (3) business days after receipt or the date of this Agreement and Evidence of Transfer of Claim, whichever is later) remit any payments, distributions or proceeds received by Seller on or after the trade date of July 30, 2013 in respect of the Transferred Claims and the Purchased Securities to Purchaser in the same form received, together with (a) any statements received from Debtor and/or Epiq describing such payment or distribution and (b) any endorsements or documents necessary to transfer such property. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller’s and Purchaser’s rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 20th day of Dec 2013.

PALOMINO FUND LIMITED

By: K. Maiman
Name: Kent Maiman
Title: Authorized Signatory

c/o Appaloosa Management LP
51 JFK Parkway, Suite 250B
Short Hills, NJ 07080

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 20 day of DEC. 2013.

PALOMINO FUND LIMITED

By: _____
Name:
Title:

c/o Appaloosa Management LP
51 JFK Parkway, Suite 250B
Short Hills, NJ 07080

GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

Dennis Lafferty
Managing Director
30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

Schedule 1

Transferred Claims

Purchased Claim

As set forth below.

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount		Purchased Allowed Claim Amount (USD)¹
1	55788	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	11,875,000.00	16,851,881.04
2	58893	XS0248282120	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	3,526,922.00	5,374,076.67
3	58895	XS0248282120	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,058,078.00	1,612,225.14
4	59427	XS0168797032	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	374,000.00	530,745.56
5	60639	XS0289069519	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,629,000.00	3,245,179.67
6	61054	XS0209164432	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	8,818,000.00	12,551,609.83
7	61059	XS0209164192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	8,761,000.00	12,454,894.78
8	63595	XS0213454829	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	5,300,000.00	7,521,260.58
9	63595	XS0218614567	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	5,300,000.00	7,703,784.80

¹ The transferred amounts in this column refer to the allowed, rather than originally claimed, amounts of each claim. However, this description is not intended to be a representation by Seller as to the allowance of any claim.

10	63595	XS0283497005	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	12,345,000.00	17,997,970.18
11	63595	XS0356444827	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	10,580,000.00	15,014,139.06
12	63597	XS0213454829	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	700,000.00	993,374.04
13	63598	XS0213454829	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,800,000.00	3,973,496.16
14	63605	XS0213454829	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,800,000.00	2,554,390.39
15	63605	XS0218614567	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,700,000.00	2,471,025.31
16	66962	XS0283820065	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,520,000.00	1,804,189.24
17	66962	XS0289253287	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,795,000.00	2,215,456.46
18	66962	XS0290250454	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	935,000.00	1,218,184.92
19	66962	XS0290251007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	4,060,000.00	4,781,195.02
20	66962	XS0291347234	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,129,000.00	1,424,053.91

LBHI Distributions

	Proof of Claim Number	ISIN/CUSIP	Purchased Claim Amount (USD)	First Distribution (USD)	Second Distribution (USD)	Third Distribution (USD)	Fourth Distribution (USD)
1	55788	XS0245046544	16,851,881.04	608,222.98	410,440.88	518,416.94	614,641.52
2	58893	XS0248282120	5,374,076.67	193,962.73	130,889.88	165,323.53	196,009.61
3	58895	XS0248282120	1,612,225.14	58,188.90	39,267.02	49,597.12	58,802.96
4	59427	XS0168797032	530,745.56	19,155.82	12,926.73	16,327.41	19,357.97
5	60639	XS0289069519	3,245,179.67	117,125.97	79,038.91	99,831.95	118,361.99
6	61054	XS0209164432	12,551,609.83	453,016.34	305,704.37	386,127.06	457,797.00
7	61059	XS0209164192	12,454,894.78	449,525.67	303,348.80	383,151.80	454,269.49
8	63595	XS0213454829	7,521,260.58	271,459.52	183,186.24	231,377.67	274,324.22

9	63595	XS0218614567	7,703,784.80	278,047.24	187,631.76	236,992.69	280,981.45
10	63595	XS0283497005	17,997,970.18	649,587.96	438,354.78	553,674.26	656,443.03
11	63595	XS0356444827	15,014,139.06	541,894.66	365,681.22	461,882.21	547,613.25
12	63597	XS0213454829	993,374.04	35,853.14	24,194.41	30,559.31	36,231.50
13	63598	XS0213454829	3,973,496.16	143,412.58	96,777.64	122,237.26	144,926.00
14	63605	XS0213454829	2,554,390.39	92,193.80	62,214.20	78,581.09	93,166.71
15	63605	XS0218614567	2,471,025.31	89,184.96	60,183.77	76,016.52	90,126.13
16	66962	XS0283820065	1,804,189.24	65,117.32	43,942.45	55,502.54	65,804.50
17	66962	XS0289253287	2,215,456.46	79,960.90	53,959.19	68,154.42	80,804.72
18	66962	XS0290250454	1,218,184.92	43,967.08	29,669.86	37,475.21	44,431.07
19	66962	XS0290251007	4,781,195.02	172,564.28	116,449.78	147,084.62	174,385.34
20	66962	XS0291347234	1,424,053.91	51,397.37	34,683.96	43,808.38	51,939.76

LBT Distribution

	ISIN	Nominal Amount		LBT Distribution	
1	XS0245046544	EUR	11,875,000	EUR	1,436,913.10
2	XS0168797032	EUR	374,000	EUR	49,223.61
3	XS0283820065	EUR	1,520,000	EUR	106,346.41
4	XS0290251007	EUR	4,060,000	EUR	255,771.50
5	XS0290250454	EUR	935,000	EUR	129,825.85
6	XS0291347234	EUR	1,129,000	EUR	65,308.63
7	XS0289253287	EUR	1,795,000	EUR	134,420.89
8	XS0213454829	EUR	10,600,000	EUR	922,606.93
9	XS0218614567	EUR	7,000,000	EUR	750,569.86
10	XS0289069519	EUR	2,629,000	EUR	320,097.55
11	XS0248282120	EUR	4,585,000	EUR	546,046.59
12	XS0283497005	EUR	20,991,000	EUR	2,650,971.32
13	XS0356444827	EUR	10,580,000	EUR	1,376,959.80
14	XS0209164192	EUR	8,761,000	EUR	945,103.64
15	XS0209164432	EUR	8,818,000	EUR	1,514,528.37